

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)**

TRIANGLE EXPERIENCE GROUP, INC., :
11182 Hopson Road, Suite A :
Ashland, VA 23005 :

Plaintiff, :

v. :

MAX MINDS, LLC, :
12400 North Meridian Street, Suite 175 :
Carmel, IN 46032 :

Defendant. :

Case Number _____

JURY TRIAL DEMANDED

Serve: Max Minds, LLC
c/o Brandon Fischer, Registered Agent
1740 West 161st Street, Westfield, IN 46074

COMPLAINT

Triangle Experience Group, Inc., (“TEG”) by counsel, hereby files its Complaint against Max Minds, LLC for claims arising out of the breach of a joint venture agreement.

Summary

1. The parties entered into a Joint Venture Agreement (“Agreement”), as set forth as **Exhibit 1**. Under the Agreement, the parties were to collaborate on creating a new software system, “Haptic,” which could be used by both Federal and Commercial entities. Under the Agreement, the parties would co-own the technology created by the collaboration, and the parties would share 50/50, the revenues generated by their collaboration, with some exceptions.

2. The Defendant breached the Agreement by: 1) creating a defective product for the Federal space that failed catastrophically, 2) failing to update the Haptic Federal version of the software, 3) by using the funding provided by the Plaintiff to update Haptic Federal into a

commercial product known as “Alleo,” and 4) refusing to share with the Plaintiff the revenues generated by the Defendant’s own sales of Haptic, Haptic Federal and/or Alleo, all of which were essentially the same product, with different updates.

3. The Defendant breached its warranty of implied fitness for a particular purpose because the software failed catastrophically.

Parties

4. The Plaintiff TEG is a Virginia stock corporation with its principal place of business in Ashland, Virginia, with the address shown in the caption. TEG specializes in providing services to the federal government.

5. Max Minds, LLC (“Max Minds” or “Defendant”) is an Indiana limited liability company, with a principal place of business in Carmel, Indiana, with the address shown in the caption. Max Minds was created on May 3, 2018. Upon information and belief, Max Minds’ sole member is Brandon Fischer (“Fischer”) who is domiciled at the address shown in the caption.

Jurisdiction & Venue

6. This Court has subject matter jurisdiction pursuant to 28 USC § 1332(a)(1) because this matter involves claims between citizens of different states where the amount in controversy exceeds \$75,000.

7. Venue is proper in this Court pursuant to 28 USC § 1391(b)(2) because a substantial part of the events giving rise to the claim occurred in this judicial district.

8. Max Minds is subject to personal jurisdiction in this Court because it entered into contracts requiring performance in Virginia, caused harm in Virginia, derived substantial revenue from Virginia, breached contracts in Virginia, and regularly conducts business in Virginia.

Facts

9. TEG was formed in 2012 as a service disabled veteran owned small business that provides services and support to the United States government pursuant to government contracts.

10. Since its inception, TEG has successfully provided cutting edge military technology to the United States government through various contract vehicles and has enjoyed fruitful and lasting relationships with several customers within the Department of Defense.

11. One of TEG's premier services that it provides to the Government customer is an operating system originally known as "C4MAP" – "Comprehensive Collaborative Command & Control Mission Application Platform."

12. C4MAP is a collection of commercial off the shelf ("COTS") software components which integrates multiple mission command platforms and collaboration tools into one common operational picture ("COP").

13. C4MAP provides a globally military-hardened, distributed, synchronized, uniform collaborative, highly secure operation center. In essence, C4MAP provides the fusion and interconnection of information on a single screen, which has limitless benefits to the United States and Department of Defense.

14. C4MAP is also known as "Virtual Joint Operations Center" ("VJOC") capability in the Department of Defense (DoD) and Intelligence Community (IC).

15. C4MAP, or, VJOC, is a server-based collaborative workspace that uses a browser interface to enable users to collaborate in real time. VJOC has screensharing capabilities that allow users to select the display window of an individual program on their workstation and share it live in real time to the VJOC workspace.

16. The VJOC workspace is an infinite canvas of screen real estate that operates synchronously for all members in real-time.

17. The benefits of VJOC to the United States Department of Defense are essentially limitless and incredibly valuable.

18. TEG has enjoyed a long history of providing C4MAP and its capabilities to the Department of Defense.

19. C4MAP, like any operating system, requires a source code for configuration, installation, operation, integration and deployment to deliver capabilities.

20. Initially, C4MAP was powered by a source code known as “Synthesis,” which was owned by a company known as Prysm.

21. Fischer was formerly a senior software developer at Prysm.

22. While a Prysm employee, Fischer attended multiple presentations of C4MAP in Virginia, during which time TEG and its engineers demonstrated C4MAP and its capabilities.

23. Fischer was impressed and inquired whether there might be an opportunity for him to work with TEG. Specifically, in April 2018, Fischer inquired about forming a partnership regarding C4MAP, with Fischer providing the source code to power the operation system. TEG declined as Fischer was subject to a non-competition agreement with Prysm. By May 2018, Fischer founded Max Minds to provide general software solutions to customers.

24. In July 2019, after the non-competition period had expired, Fischer contacted TEG again and indicated his desire to partner with TEG. On July 2, 2019, Fischer wrote to TEG stating that he was coming to Washington, DC and would like to meet with TEG. To that end, he further stated:

For full transparency, my goal is to find a partner who is willing to invest in my team and our product and, in return, receive special licensing terms/conditions that

allows them to make 2x return on their investment + a period of exclusivity in the federal space. Would love for you guys to be that partner and I hope we can find a time to get together that week. If you'd like to talk beforehand, just let me know.

25. At this time, Max Minds did not actually have any software system.

26. On July 17, 2019, TEG and Max Minds entered into a non-disclosure agreement which is attached as **Exhibit 2** ("NDA Agreement"). Under the NDA agreement, Max Minds promised to keep TEG's information confidential for five years.

27. After entering into the NDA agreement, TEG brought Fischer/Max Minds to the Federal government's C4MAP Lab in Suffolk, Virginia. TEG then showed Fischer the critical information necessary to operate a virtual collaborative workspace. Fischer explained to TEG that he wanted TEG to hire and/or partner with Max Minds to build and improve TEG's C4MAP's system with new software.

28. After July 2019, Fischer used the confidential information provided to him by TEG and worked with TEG's employees to create a BETA version of a new software, known as "Haptic."

29. On October 5, 2019, Fischer emailed TEG and invited TEG to virtually test the new software. After October 5, 2019, Fischer and TEG's staff worked to improve Haptic, as detailed by the chat log of activity, albeit doing so without any agreement other than the non-disclosure agreement.

30. On November 5, 2019, Fischer met with TEG in Chantilly, Virginia to discuss the new capability moving forward with funding for a new product called Haptic.

31. As of January 23, 2020, Haptic was a joint work of both Max Minds and TEG, though Max Minds' use of Haptic was limited by the NDA Agreement.

32. On January 23, 2020, TEG and Max Minds executed the Joint Venture Agreement (“JV Agreement”), identified previously as Exhibit 1.

33. Pursuant to the JV Agreement, TEG would make a series of payments to Max Minds, and in return, Max Minds would “create and maintain” a branch of the Haptic source code, called “Haptic Federal.” So long as TEG hit certain sales goals, then TEG would exclusively provide Haptic Federal to the Federal government.

34. The parties agreed that Max Minds would provide TEG with software updates no less than once every three months.

35. While the parties agreed that any intellectual property resulting from future custom software development paid by TEG would be co-owned by TEG and Max Minds, the JV Agreement did not specifically address the ownership of the original Haptic source code.

36. Nevertheless, the JV Agreement provided that the parties would share all revenues 50/50, when using co-owned intellectual property, with certain exceptions.

37. The Haptic source code, including all of its branches, are co-owned by TEG and Max Minds.

38. In May 2020, TEG demonstrated the new C4MAP, powered by Haptic, to the Commanding General of the U.S. Army’s XVIII Airborne Corps. The success of this demonstration led to the US Army sponsoring an IATT (Interim Authority To Test) and the first large-scale fielding and testing of C4MAP powered by Haptic (Beta).

39. From August 2020 through October 2020, the U.S. Army tested the new C4MAP powered by Haptic. This testing resulted in the identification of approximately 250 fixes that were needed to solve various problems.

40. Despite the large number of problems, the Army viewed C4MAP powered by Haptic as a “game changer,” and that led to new challenges.

41. In October 2020, C4MAP, powered by Haptic, was used by XVIII Airborne Corps for testing and fielding of the new capability. The new capability was recommended by XVIII Airborne Corps by the Joint Special Operations Command, who had previously tested the capability.

42. In February 2021, TEG invited Fischer to Ft. Hood, Texas so that he could see how the US Army intended to use C4MAP. Fischer stated that he was “humbled and profoundly inspired.”

43. In March 2021, TEG submitted the Haptic to the U.S. government for evaluation. As TEG was able to prove the value of C4MAP across the DOD during the initial IATT, the government had decided to obtain a full ATO (Authority To Operate) on a classified network.

44. In August 2021, TEG received an email from John McDonald of Next Studios. He did not have an NDA, but he explained that Max Minds has asked him to manage processes.

45. In October 2021, Fischer informed TEG that he was developing a use case to use with potential investors. Fischer failed to state whether he had provided an NDA to potential investors or had informed them that TEG was Haptic’s co-developer.

46. In November 2021, the US Army purchased the fielded version of C4MAP powered by Haptic to accredit the software. This was the last version that functioned properly. It is known as the 3.1.17 version.

47. On December 13, 2021, TEG learned, by logging on to c4map.hap.tc, that Max Minds had covertly changed Haptic’s name to Alleo. When questioned, Fischer admitted that Alleo was simply a name change.

48. In a call on December 15, 2021, while TEG had provided substantial funding to fix the problems identified in testing with the federal government, Fischer indicated that he did not want to do any more custom engineering projects for TEG, unless there was a specific well-defined project. He noted that the “ownership of the IP” had muddied the waters. When asked about the name change of Alleo, Fischer’s response was that he had given TEG too much access. When Fischer was questioned about the need for a separate branch of Haptic Federal, Fischer responded that that was his intent, “when that time comes.” He had not made any such division yet, because it was too expensive.

49. Whatever Fischer’s intention, on April 1, 2022, Max Minds began advertising Alleo to government contractors, instead of Haptic.

50. For the next year, the parties continued to work together, with TEG reporting occasional critical bugs to Max Minds, including, but not limited to: on April 5, 2022 (Presentation mode), April – September 2022 (Dumpster Blender), November 2022 (Configuration Tool). As a result of these failures, TEG did not make additional sales.

51. On December 8, 2022, TEG provided Fischer with a document prepared by the U.S. Central Command that outlined the government’s concerns and priorities. Max Minds has never responded to this document.

52. As a result of a test on January 4-5, 2023, another bug was identified in “Live Notepad” that oversaturated the application and customer network with message traffic.

53. On January 10, 2023, the software failed to work as intended.

54. On January 15, 2023, the DoD began turning off aspects of the software, like Live Notepad, that were causing problems.

55. On January 26, 2023, during a dress rehearsal for a full DoD exercise, users were not able to screen share, play video, and take leader control of the platform due to a problem in the Haptic code.

56. On January 27-31, 2023, it was discovered that since providing the 3.1.17 version Max Minds had reduced the bitrate for video share quality. This was done unilaterally and without informing TEG. Max Minds then delivered a hot fix but said that it hadn't been able to test it.

57. On February 8, 2023, TEG's system maintenance detected new bugs.

58. On February 22, 2023, TEG received the newest build from Max Minds (version 3.1.21.4). TEG immediately identified critical failures, such that the product was not useable.

59. On March 30, 2023, the US government scanned version 3.1.21.3, and identified more than 50 critical errors.

60. On May 5, 2023, TEG notified Max Minds that it still does not have a product that it can sell. In fact, Max Minds has never provided TEG with a version that it can sell.

61. Despite paying millions of dollars to Max Minds in engineering services, losing millions of dollars in attempting to repair Max Minds' failed efforts, and losing millions of dollars in sales, TEG discovered that Max Minds was actually releasing monthly updates to its Alleo product but failing to provide any new features and fixes to the Haptic federal product.

62. Additionally, TEG learned that Max Minds had sold the Alleo software to one or more Federal government customers, even though TEG enjoyed exclusivity in the Federal government space until December 31, 2023.

COUNT I: DECLARATORY JUDGMENT

63. The allegations in paragraphs 1 – 62 are re-alleged herein.

64. The software in question is all the same, whether it is called, Haptic, Haptic Federal, Haptic Commercial or Alleo.

65. TEG respectfully requests that the Court declare the software, and all versions of it, is owned by TEG and Max Minds on a 50/50 basis.

WHEREFORE, TEG respectfully requests that the Court declare that the software, whether it is called Haptic, Haptic Federal, Haptic Commercial or Alleo is the same software that is co-owned by TEG and Max Minds on a 50/50 basis, and to grant TEG the costs of the action.

COUNT II: BREACH OF CONTRACT

66. The allegations in paragraphs 1 – 62 are re-alleged herein.

67. Max Minds breached the JV Agreement by failing to create and maintain a functioning source code.

68. Max Minds' breach proximately caused TEG to sustain million in losses, in terms of direct and consequential damages.

WHEREFORE, TEG respectfully requests that the Court grant judgment against Max Minds in the amount of \$90 million, plus interest and costs.

COUNT III: BREACH OF WARRANTY

69. The allegations in paragraphs 1 – 62 are re-alleged herein.

70. Max Minds breached the implied warranty of fitness for a particular purpose by failing to create and maintain a functioning source code for the purpose of U.S. Military consumers.

71. Max Minds' breach proximately caused TEG to sustain million in losses, in terms of direct and consequential damages.

WHEREFORE, TEG respectfully requests that the Court grant judgment against Max Minds in the amount of \$90 million, plus interest and costs.

COUNT IV: BREACH OF CONTRACT

72. The allegations in paragraphs 1 – 62 are re-alleged herein.

73. Max Minds' breached the JV Agreement by making sales of the software and failing to provide TEG with 50 percent of the revenues of such sales.

74. Max Minds' breach proximately caused TEG to sustain an unknown amount of losses.

WHEREFORE, TEG respectfully requests that the Court grant judgment against Max Minds in the amount of \$10 million, plus interest and costs, or such other amount to be proved at trial.

COUNT V: BREACH OF THE NON-DISCLOSURE AGREEMENT

75. The allegations in paragraphs 1 – 62 are re-alleged herein.

76. Max Minds breached the Non-disclosure Agreement by providing TEG's confidential information to third parties, including vendors, investors, and other parties, without TEG's permission.

WHEREFORE, TEG respectfully requests that the Court grant judgment against Max Minds in the amount of \$10 million, plus interest and costs, or such other amount to be proved at trial.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial in this action for all claims so triable.

Dated: December 28, 2023

Respectfully submitted,



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